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10
11 *Attorneys for Plaintiff*
12 SG Gaming, Inc.

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 SG GAMING, INC., a Nevada corporation,

16 CASE NO.: 2:22-cv-00890-ART-VCF

17 vs. Plaintiff,

18 **STIPULATED PROTECTIVE ORDER**

19 JUAN PABLO IRARRAZAVAL, an
20 individual

21 Defendant,

22 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, and for good cause, IT IS
23 HEREBY STIPULATED THAT:

24 1. Scope. All materials produced or adduced in the course of discovery, including initial
25 disclosures, responses to discovery requests, deposition testimony and exhibits, and information
26 derived directly therefrom (hereinafter collectively “documents”), shall be subject to this Order
27 concerning Confidential Information as defined below. This Order is subject to the Local Rules of
28 this District and the Federal Rules of Civil Procedure on matters of procedure and calculation of
time periods.

29 2. Confidential Information. As used in this Order, “Confidential Information” means
30 information designated as “CONFIDENTIAL” by the producing party that falls within one or more
31 of the following categories: (a) information prohibited from disclosure by statute; (b) research,
32 technical, commercial or financial information that the party has maintained as confidential; (c)

1 medical information concerning any individual; (d) personal identity information; (e) income tax
2 returns (including attached schedules and forms), W-2 forms and 1099 forms; (f) personnel or
3 employment records of a person; or (g) strategic planning or other confidential business information.
4 Information or documents that are available to the public may not be designated as Confidential
5 Information.

6 3. Highly Confidential Information. As used in this Order, "Highly Confidential
7 Information" means information designated as "HIGHLY CONFIDENTIAL" by the producing
8 party that falls within one or more of the following categories: (a) current or future business or
9 technical trade secrets and plans more sensitive or strategic than Confidential Information, the
10 disclosure of which is likely to significantly harm that producing party's competitive position, or the
11 disclosure of which would contravene an obligation of confidentiality to a third person or to a Court;
12 or (b) extremely sensitive financial or operational information, the disclosure of which is likely to
13 significantly harm that producing party's competitive position.

14 4. Designation.

15 a) A party or third party, in responding to a subpoena, may designate a document
16 as Confidential Information for protection under this Order by placing or affixing the words
17 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" on the document and on all copies in
18 a manner that will not interfere with the legibility of the document. As used in this Order,
19 "copies" includes electronic images, duplicates, extracts, summaries or descriptions that
20 contain the Confidential Information or Highly Confidential Information. The marking
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall be applied prior to or at the time
22 of the documents are produced or disclosed. Applying the marking "CONFIDENTIAL" or
23 "HIGHLY CONFIDENTIAL" to a document does not mean that the document has any status
24 or protection by statute or otherwise except to the extent and for the purposes of this Order.
25 Any copies that are made of any documents marked "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL" shall also be so marked, except that indices, electronic databases or lists
27 of documents that do not contain substantial portions or images of the text of marked
28 documents and do not otherwise disclose the substance of the Confidential Information or

1 Highly Confidential Information are not required to be marked.

2 b) The designation of a document as Confidential Information or Highly
3 Confidential Information is a certification by an attorney or a party appearing pro se that the
4 document contains Confidential Information or Highly Confidential Information as defined
5 in this order.

6 5. Depositions.

7 Unless all parties agree on the record at the time the deposition testimony is taken, all
8 deposition testimony taken in this case shall be treated as Confidential Information until the
9 expiration of the following: No later than the fourteenth day after the transcript is delivered to any
10 party or the witness, and in no event later than 60 days after the testimony was given, Within this
11 time period, a party may serve a Notice of Designation to all parties of record as to specific portions
12 of the testimony that are designated Highly Confidential Information or Confidential Information,
13 and thereafter only those portions identified in the Notice of Designation shall be protected by the
14 terms of this Order. The failure to serve a timely Notice of Designation shall waive any designation
15 of testimony taken in that deposition as Highly Confidential Information or Confidential
16 Information, unless otherwise ordered by the Court.

17 6. Protection of Confidential Material.

18 a) General Protections. Confidential Information or Highly Confidential
19 Information shall not be used or disclosed by the parties, counsel for the parties or any other
20 persons identified in subparagraph (b) for any purpose whatsoever other than in this
21 litigation, including any appeal thereof.

22 b) Limited Third-Party Disclosures. The parties and counsel for the parties shall
23 not disclose or permit the disclosure of any Confidential Information or Highly Confidential
24 Information to any third person or entity except as set forth in subparagraphs (1)-(9). Subject
25 to these requirements, the following categories of persons may be allowed to review
26 Confidential Information or Highly Confidential Information:

27 (1) Counsel. External counsel for the parties and employees of external
28 counsel are permitted to review Confidential Information or Highly Confidential

Information. Internal counsel who have responsibility for the litigation of the action are also allowed to review Confidential Information or Highly Confidential Information, however internal counsel with input into, or responsibilities for, competitive decision-making shall not be permitted to review Highly Confidential Information. For the avoidance of doubt, competitive decision-making shall include oversight of sales and marketing or otherwise substantive participation in decisions (such as pricing and product design) that are made in light of similar or corresponding information about a competitor with respect to any product at issue in this action;

(2) Parties. Individual parties and employees of a party but only to the extent counsel determines in good faith that the employee's assistance is reasonably necessary to the conduct of the litigation in which the information is disclosed are allowed to review Confidential Information but are not allowed to review Highly Confidential Information unless a specific stipulation permits the review of specific Highly Confidential Information;

(3) The Court and its personnel are allowed to review Confidential Information or Highly Confidential Information;

(4) Court Reporters and Recorders. Court reporters and recorders engaged for depositions are allowed to review Confidential Information or Highly Confidential Information;

(5) Contractors. Those persons specifically engaged for the limited purpose of making copies of documents or organizing or processing documents, including outside vendors hired to process electronically stored documents are allowed to review Confidential Information or Highly Confidential Information;

(6) Consultants and Experts. Consultants, investigators, or experts employed by the parties or counsel for the parties to assist in the preparation and trial of this action are allowed to review Confidential Information or Highly Confidential Information, but only after such persons have completed the certification contained in Attachment A, Acknowledgment of Understanding and Agreement to Be Bound;

(7) Witnesses at depositions. During their depositions, witnesses in this action to whom disclosure is reasonably necessary are allowed to review Confidential Information, and where a witness was a recipient, sender, drafter, or otherwise has or had knowledge of Highly Confidential Information at issue are, he or she is allowed to review the Highly Confidential Information at issue. Witnesses shall not retain a copy of documents containing Confidential Information or Highly Confidential Information, except witnesses may receive a copy of all exhibits marked at their depositions in connection with review of the transcripts. Pages of transcribed deposition testimony or exhibits to depositions that are designated as Confidential Information or Highly Confidential Information pursuant to the process set out in this Order must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Order;

(8) Author or recipient. The author or recipient of the document (not including a person who received the document in the course of litigation) is allowed to review Confidential Information or Highly Confidential Information; and

(9) Others by Consent. Other persons only by written consent of the producing party or upon order of the Court and on such conditions as may be agreed or ordered are allowed to review Confidential Information or Highly Confidential Information.

c) Control of Documents. Counsel for the parties shall make reasonable efforts to prevent unauthorized or inadvertent disclosure of Confidential Information or Highly Confidential Information. Counsel shall maintain the originals of the forms signed by persons acknowledging their obligations under this Order for a period of three years after the termination of the case.

25 7. Inadvertent Failure to Designate. An inadvertent failure to designate a document as
26 Confidential Information or Highly Confidential Information does not, standing alone, waive the
27 right to so designate the document; provided, however, that a failure to serve a timely Notice of
28 Designation of deposition testimony as required by this Order, even if inadvertent, waives any

1 protection for deposition testimony. If a party designates a document as Confidential Information
2 or Highly Confidential Information after it was initially produced, the receiving party, on notification
3 of the designation, must make a reasonable effort to assure that the document is treated in accordance
4 with the provisions of this Order. No party shall be found to have violated this Order for failing to
5 maintain the confidentiality of material during a time when that material has not been designated
6 Confidential Information or Highly Confidential Information, even where the failure to so designate
7 was inadvertent and where the material is subsequently designated Confidential Information or
8 Highly Confidential Information.

9 8. Filing of Confidential Information or Highly Confidential Information. This Order
10 does not, by itself, authorize the filing of any document under seal. Any party wishing to file a
11 document designated as Confidential Information or Highly Confidential Information in connection
12 with a motion, brief or other submission to the Court must comply with LR IA 10-5.

13 9. No Greater Protection of Specific Documents. Except on privilege grounds not
14 addressed by this Order, no party may withhold information from discovery on the ground that it
15 requires protection greater than that afforded by this Order unless the party moves for an order
16 providing such special protection.

17 10. Challenges by a Party to Designation as Confidential Information or Highly
18 Confidential Information. The designation of any material or document as Confidential Information
19 or Highly Confidential Information is subject to challenge by any party. The following procedure
20 shall apply to any such challenge.

21 a) Meet and Confer. A party challenging the designation of Confidential
22 Information or Highly Confidential Information must do so in good faith and must begin the
23 process by conferring directly with counsel for the designating party. In conferring, the
24 challenging party must explain the basis for its belief that the confidentiality designation was
25 not proper and must give the designating party an opportunity to review the designated
26 material, to reconsider the designation, and, if no change in designation is offered, to explain
27 the basis for the designation. The designating party must respond to the challenge within
28 five (5) business days.

b) Judicial Intervention. A party that elects to challenge a confidentiality designation may file and serve a motion that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet and confer requirements of this procedure. The burden of persuasion in any such challenge proceeding shall be on the designating party. Until the Court rules on the challenge, all parties shall continue to treat the materials as Confidential Information or Highly Confidential Information under the terms of this Order.

11. Action by the Court. Applications to the Court for an order relating to materials or documents designated Confidential Information or Highly Confidential Information shall be by motion. Nothing in this Order or any action or agreement of a party under this Order limits the Court's power to make orders concerning the disclosure of documents produced in discovery or at trial.

12. Use of Confidential Documents, or Highly Confidential Information, or Information at Trial. Nothing in this Order shall be construed to affect the use of any document, material, or information at any trial or hearing in court. A party that intends to present or that anticipates that another party may present Confidential information or Highly Confidential Information at a hearing or trial shall bring that issue to the Court's and parties' attention by motion or in a pretrial memorandum without disclosing the Confidential Information or Highly Confidential Information. The Court may thereafter make such orders as are necessary to govern the use of such documents or information at trial.

13. Confidential Information or Highly Confidential Information Subpoenaed or Ordered
Produced in Other Litigation.

a) If a receiving party is served with a subpoena or an order issued in other litigation that would compel disclosure of any material or document designated in this action as Confidential Information or Highly Confidential Information, the receiving party must so notify the designating party, in writing, immediately and in no event more than three court days after receiving the subpoena or order. Such notification must include a copy of the

1 subpoena or court order.

2 b) The receiving party also must immediately inform in writing the party who
3 caused the subpoena or order to issue in the other litigation that some or all of the material
4 covered by the subpoena or order is the subject of this Order. In addition, the receiving party
5 must deliver a copy of this Order promptly to the party in the other action that caused the
6 subpoena to issue.

7 c) The purpose of imposing these duties is to alert the interested persons to the
8 existence of this Order and to afford the designating party in this case an opportunity to try
9 to protect its Confidential Information or Highly Confidential Information in the court from
10 which the subpoena or order issued. The designating party shall bear the burden and the
11 expense of seeking protection in that court of its Confidential Information or Highly
12 Confidential Information, and nothing in these provisions should be construed as authorizing
13 or encouraging a receiving party in this action to disobey a lawful directive from another
14 court. The obligations set forth in this paragraph remain in effect while the party has in its
15 possession, custody or control Confidential Information or Highly Confidential Information
16 by the other party to this case.

17 14. Challenges by Members of the Public to Sealing Orders. A party or interested
18 member of the public has a right to challenge the sealing of particular documents that have been
19 filed under seal, and the party asserting confidentiality will have the burden of demonstrating the
20 propriety of filing under seal.

21 15. Obligations on Conclusion of Litigation.

22 a) Order Continues in Force. Unless otherwise agreed or ordered, this Order
23 shall remain in force after dismissal or entry of final judgment not subject to further appeal.

24 b) Obligations at Conclusion of Litigation. Within sixty-three days after
25 dismissal or entry of final judgment not subject to further appeal, all Confidential Information
26 and documents marked "CONFIDENTIAL" or all Highly Confidential Information marked
27 "HIGHLY CONFIDENTIAL" under this Order, including copies as defined in ¶ 4(a), shall
28 be returned to the producing party unless: (1) the document has been offered into evidence

1 or filed without restriction as to disclosure; (2) the parties agree to destruction to the extent
2 practicable in lieu of return; or (3) as to documents bearing the notations, summations, or
3 other mental impressions of the receiving party, that party elects to destroy the documents
4 and certifies to the producing party that it has done so.

5 c) Retention of Work Product and one set of Filed Documents. Notwithstanding
6 the above requirements to return or destroy documents, counsel may retain (1) attorney work
7 product, including an index that refers or relates to designated Confidential Information or
8 Highly Confidential Information so long as that work product does not duplicate verbatim
9 substantial portions of Confidential Information or Highly Confidential Information, and (2)
10 one complete set of all documents filed with the Court including those filed under seal. Any
11 retained Confidential Information or Highly Confidential Information shall continue to be
12 protected under this Order. An attorney may use his or her work product in subsequent
13 litigation, provided that its use does not disclose or use Confidential Information or Highly
14 Confidential Information.

15 d) Deletion of Documents filed under Seal from Electronic Case Filing (ECF)
16 System. Filings under seal shall be deleted from the ECF system only upon order of the
17 Court.

18 16. Order Subject to Modification. This Order shall be subject to modification by the
19 Court on its own initiative or on motion of a party or any other person with standing concerning the
20 subject matter.

21 17. No Prior Judicial Determination. This Order is entered based on the representations
22 and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be
23 construed or presented as a judicial determination that any document or material designated
24 Confidential Information or Highly Confidential Information by counsel or the parties is entitled to
25 protection under Rule 26(c) of the Federal Rules of Civil Procedure or otherwise until such time as
26 the Court may rule on a specific document or issue.

19. Persons Bound. This Order shall take effect when entered and shall be binding upon
1
2 all counsel of record and their law firms, the parties, and persons made subject to this Order by its
3 terms.

4 Respectfully submitted,

5 DATED this 28th day of July, 2022.

6 CAMPBELL & WILLIAMS
7

8 By /s/ Philip R. Erwin
9

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14 *Attorneys for Plaintiff SG Gaming, Inc.*

15 WEINBERG, WHEELER, HUGGINS, GUNN & DIAL, LLC

16 By /s/ Carol P. Michel
17

18 CAROL P. MICHEL, ESQ. (#11420)
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21 6385 S. Rainbow Boulevard, Suite 400
22 Las Vegas, Nevada 89118

23 *Attorneys for Defendant Juan Pablo Irarrazaval*

24 IT IS SO ORDERED.
25

26 
27

28 Cam Ferenbach
United States Magistrate Judge

29 DATED 8-2-2022

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ATTACHMENT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SG GAMING, INC., a Nevada corporation,

CASE NO.: 2:22-cv-00890-ART-VCF

Plaintiff,

vs.

JUAN PABLO IRARRAZAVAL, an
individual

Defendant,

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he/she has read the Stipulated Protective Order dated [INSERT DATE] in the above-captioned action and attached hereto, understands the terms thereof, and agrees to be bound by its terms. The undersigned submits to the jurisdiction of the United States District Court for the District of Nevada in matters relating to the Stipulated Protective Order and understands that the terms of the Stipulated Protective Order obligate him/her to use materials designated as Confidential Information in accordance with the Order solely for the purposes of the above-captioned action, and not to disclose any such Confidential Information to any other person, firm or concern.

The undersigned acknowledges that violation of the Confidentiality Order may result in penalties for contempt of court.

Name: _____

Job Title: _____

Employer: _____

Business Address: _____

Date: _____

Signature: _____